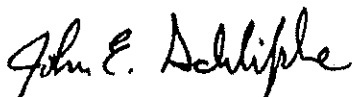
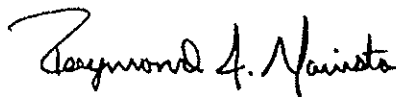


Exhibit 1

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy
(the "Policy"), subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Date of Issue.



Chief Executive Officer



Secretary

WHOLE LIFE POLICY

Participating

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

Right To Return Policy. Please read this Policy carefully. The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

ICC15.TT.WL.(0715)

**This Policy is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.**

Read your Policy carefully.

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APPLICATION

ICC15.TT.WL.(0715)

POLICY SCHEDULE PAGES
Date of Issue - June 7, 2018

This policy was issued in the State of North Carolina.
The North Carolina Department of Insurance phone number is: (855) 408-1212.

Plan and Additional Benefits	Initial Amount	Annual Premiums	Payable For
Whole Life Paid-up at 90			
Insurance Amount	\$500,000	\$6,685.00	53 Years
Waiver of Premium		\$180.50	28 Years
Initial Totals	\$500,000	\$6,865.50	

An annual premium is payable on June 7, 2018 and every June 7 after that.

The first premium is \$6,865.50.

To determine the premium when paid more often than annually, see page 6.

The minimum annual premium is \$6,685.00. See Section 3.2.

The Owner may elect the Specified Rate or the Variable Rate loan interest option. See Sections 7.4 through 7.6 of the Policy. The Specified Rate loan interest option was elected on the Application.

This Policy is issued in a Preferred (Non-Tobacco) premium classification.

This policy is participating. Dividends are not guaranteed.

Direct Beneficiary	Billy M Wentz, parent of the Insured		REDACTED
Owner	Jessica W Blake, the Insured		
Insured	Jessica W Blake	Age and Sex	37 Female
Policy Date	June 7, 2018	Policy Number	██████ 220
Plan	Whole Life Paid-up at 90	Initial Total Insurance Amount	\$500,000

TABLE OF GUARANTEED VALUES
For \$500,000 Insurance Amount

End of Policy Year	June 7,	Cash Value	Paid-up Insurance	Extended Term Insurance To *
		(\$)	(\$)	
1	2019	0	0	---
2	2020	4,560	21,811	December 30, 2027
3	2021	9,275	42,836	November 20, 2033
4	2022	14,145	63,085	January 25, 2038
5	2023	19,190	82,647	May 20, 2041
6	2024	24,400	101,484	March 15, 2044
7	2025	29,775	119,611	September 9, 2046
8	2026	35,320	137,063	November 28, 2048
9	2027	41,025	153,818	November 26, 2050
10	2028	46,900	169,933	September 16, 2052
11	2029	52,925	185,370	May 5, 2054
12	2030	59,105	200,172	October 29, 2055
13	2031	65,440	214,367	March 12, 2057
14	2032	71,920	227,955	June 18, 2058
15	2033	78,545	240,965	August 21, 2059
16	2034	85,305	253,416	September 27, 2060
17	2035	92,200	265,323	October 11, 2061
18	2036	99,235	276,736	October 1, 2062
19	2037	106,405	287,666	August 28, 2063
20	2038	113,695	298,114	July 3, 2064
Age 60	2041	136,340	326,938	October 22, 2066
Age 65	2046	176,945	368,029	February 6, 2070
Age 70	2051	221,115	402,136	December 29, 2072

* Based on Extended Term Insurance in Section 6.2 and Insurance Amount.

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt. Values shown at end of the Policy year do not reflect any premium due on that Policy anniversary.

REDACTED

TABLE OF CASH VALUES
For \$1.00 of Paid-up Additions

End of Policy Year	June 7,	Cash Value	End of Policy Year	June 7,	Cash Value
0	2018	.19490	40	2058	.65181
1	2019	.20186	41	2059	.66655
2	2020	.20906	42	2060	.68129
3	2021	.21652	43	2061	.69603
4	2022	.22422	44	2062	.71075
5	2023	.23219	45	2063	.72516
6	2024	.24043	46	2064	.73917
7	2025	.24893	47	2065	.75293
8	2026	.25769	48	2066	.76642
9	2027	.26671	49	2067	.77957
10	2028	.27599	50	2068	.79272
11	2029	.28551	51	2069	.80528
12	2030	.29527	52	2070	.81733
13	2031	.30527	53	2071	.82892
14	2032	.31550	54	2072	.84042
15	2033	.32596	55	2073	.85306
16	2034	.33662	56	2074	.86633
17	2035	.34750	57	2075	.87987
18	2036	.35859	58	2076	.89365
19	2037	.36989	59	2077	.90777
20	2038	.38138	60	2078	.92332
21	2039	.39306	61	2079	.94166
22	2040	.40493	62	2080	.96641
23	2041	.41702	63	2081	1.00000
24	2042	.42933	64	2082	1.00000
25	2043	.44186	65	2083	1.00000
26	2044	.45461	66	2084	1.00000
27	2045	.46758	67	2085	1.00000
28	2046	.48079	68	2086	1.00000
29	2047	.49421	69	2087	1.00000
30	2048	.50784	70	2088	1.00000
31	2049	.52167	71	2089	1.00000
32	2050	.53567	72	2090	1.00000
33	2051	.54985	73	2091	1.00000
34	2052	.56418	74	2092	1.00000
35	2053	.57862	75	2093	1.00000
36	2054	.59314	76	2094	1.00000
37	2055	.60773	77	2095	1.00000
38	2056	.62239	78	2096	1.00000
39	2057	.63709	79	2097	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

REDACTED

Policy Number: [REDACTED] 220

TABLE OF CASH VALUES (CONTINUED)
For \$1.00 of Paid-up Additions

End of Policy Year	June 7,	Cash Value
80	2098	1.00000
81	2099	1.00000
82	2100	1.00000
83	2101	1.00000
84	2102	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

REDACTED

Amendment Date: August 10, 2020

Policy Number: [REDACTED] 220

PREMIUM PAYMENT FREQUENCIES OTHER THAN ANNUAL

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown on page 3. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 3.1), the premium amount will be determined as follows:

Premium Frequency	Multiply Annual Premium by:
Every 6 months	0.5096
Every 3 months	0.2573
Monthly	0.0863

Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee, not to exceed \$5 per payment, to cover the additional costs associated with the payment method.

REDACTED

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 9.

The amount of the Life Insurance Benefit will be the sum of the following:

- the Insurance Amount shown on page 3; plus
- the amount of any Paid-up Additions in force under Section 5; plus
- the amount of any dividend accumulations (Section 4.2); plus
- the amount of any premium refund (Section 3.1) and any dividend at death (Section 4.3);

minus the sum of the following:

- the amount of any Policy Debt (Section 7.3); plus
- the amount of any Adjustment to Life Insurance Benefit During Grace Period as described in Section 3.1; plus
- the amount of any unpaid additional premium used to purchase Paid-up Additions (Section 5).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

The amount of the Life Insurance Benefit when the Insured dies while the Policy is in force as Extended Term Insurance or Paid-up Insurance will be determined under Section 6.2 or 6.3.

1.2 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements (together referred to in this Policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 3.4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

1.4 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 3.2) or Unscheduled Additional Premium Option (Section 3.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

1.6 MISSTATEMENT

If the age or sex of the Insured has been misstated and has not been corrected through a policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

1.7 PAYMENTS BY THE COMPANY

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

1.8 INSURABILITY REQUIREMENTS

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

1.9 CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Policy that is in conflict with the applicable Commission standards for this product type in effect as of the effective date of the Commission's approval of this Policy is hereby amended to conform to the applicable Commission standards in effect as of the effective date of the Commission's Policy approval.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 9 and 10.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed unless otherwise specified by the Owner. The Company may require that the Policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be made upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner. The request will then take effect as of the date that it was signed unless otherwise specified by the Owner.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the

validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

SECTION 3. PREMIUMS AND REINSTATEMENT

3.1 PREMIUM PAYMENT

Payment. All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. Each premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

No premiums may be paid while the Policy is in force as Extended Term Insurance or Paid-up Insurance under Sections 6.2 or 6.3, except as provided in Reinstatement (Section 3.4).

Frequency. Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 6). The

Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

Grace Period. A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the premium is not paid within the grace period, the Policy will terminate as of the due date unless it continues as Extended Term Insurance or Paid-up Insurance under Sections 6.2 or 6.3.

Adjustment To Life Insurance Benefit During Grace Period. If the Insured dies during the grace period, the amount of the unpaid premium will be deducted from the Life Insurance Benefit.

Premium Refund At Death. If the premium paid for the Policy year in which the Insured dies exceeds:

- the premium paid on an annual basis; multiplied by
- the fraction of the Policy year that has elapsed at the time of death,

then the Company will refund this excess amount. The refund will not include:

- any premium amount used to purchase a Paid-up Addition to increase coverage under Section 5; and
- any Unscheduled Additional Premium paid under Section 3.3.

3.2 AMOUNT OF PREMIUM; ADJUSTMENTS

Scheduled And Minimum Premiums. The premium due on this Policy is the scheduled premium. The scheduled premium is the sum of the minimum premium, any scheduled additional premium under Section 3.2, and any premium that is due for any additional benefit that is a part of this Policy. The annual premium amounts are shown on page 3.

Additional Premiums Scheduled At Issue. If requested on the Application, this Policy may have been issued with premiums that are larger than the minimum premium. The amount of the additional premium is shown on page 3.

Additional Premiums Scheduled After Issue. The Owner may pay additional premiums by requesting that the premium payable on the Policy be increased. This request may be made at any time before the earlier of either the Policy anniversary that is nearest to the Insured's 85th birthday or the end of the premium payable period shown on page 3. Additional premiums may be scheduled only if, at the time the increases are applied for:

- the Insured satisfies the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the scheduled additional premiums will be within the Company's issue limits; and
- the total amount of the scheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

Owner's Right To Decrease Scheduled Additional Premiums. The Owner may decrease the amount of the additional premium through a Policy change. This may be done at any time by written request sent to the Home Office. Later increases in the amount of the additional premium may be made only as provided in the preceding paragraph.

Effective Date. A premium change will take effect on the first premium due date that follows the receipt at the Home Office of the Owner's written request for change.

Additional Premiums Used To Purchase Paid-up Additions. Each scheduled additional premium paid will be used, as of the due date of the premium, to purchase Paid-up Additions as described in Section 5.

3.3 UNSCHEDULED ADDITIONAL PREMIUM OPTION

Unscheduled additional premiums may be paid to the Company at any time before the earlier of either the Policy anniversary that is nearest to the Insured's 85th birthday or the end of the premium payable period shown on page 3. An unscheduled additional premium may be paid only if, at the time the premium is paid:

- the Insured meets the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the unscheduled additional premium will be within the Company's issue limits; and
- the total amount of the unscheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

Each unscheduled premium may not be less than \$100. Each unscheduled premium will be used, as of the date the premium is paid, to purchase Paid-up Additions as described in Section 5.

3.4 REINSTATEMENT

The Policy may be reinstated within three years after the due date of the overdue premium. All unpaid minimum premiums and premiums for any additional benefits that are a part of this Policy (and interest as required below) must be received by the Company while the Insured is alive. The Policy may not be reinstated if the Policy was surrendered for its Cash Surrender Value. Any Policy Debt on the due date of the overdue premium, with interest from that date, must be repaid or reinstated.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- the Insured must satisfy the insurability requirements stated in Section 1.8; and
- all unpaid minimum premiums and premiums for any additional benefits that are a part of this Policy must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

SECTION 4. DIVIDENDS

4.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed. No dividend will be paid on Extended Term Insurance (Section 6.2).

4.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions as described in Section 5.

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations increase the Policy's Cash Value. They are payable as part of the Life Insurance Benefit. Accumulations may be withdrawn unless they are used for a loan, for Extended Term Insurance, or for Paid-up Insurance.

- **Premium Payment.** Dividends will be applied to the payment of any premium then due. If the balance of a premium is not paid, or if this Policy is in force as Paid-up Insurance, the dividend will purchase Paid-up Additions.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

4.3 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

SECTION 5. PAID-UP ADDITIONS

Paid-up Additions are purchased at the beginning of the Policy year by additional premiums and by dividends. The amount of Paid-up Additions purchased by additional premiums is based on the annual additional premium minus a charge for expenses, even if the additional premium is paid other than annually. The charge will not be more than 9% for scheduled additional premiums and unscheduled additional premiums.

Paid-up Additions will increase the Life Insurance Benefit payable under Section 1.1. Paid-up

Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus (Section 4.1). They may be surrendered unless they are used for a loan, for Extended Term Insurance, or for Paid-up Insurance.

After the Policy anniversary nearest the Insured's 100th birthday, any Paid-up Additions will increase daily at an annual rate of 4%.

SECTION 6. CASH VALUE, EXTENDED TERM INSURANCE AND PAID-UP INSURANCE

6.1 CASH VALUE

The Cash Value for this Policy, when all premiums due have been paid, will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

If premiums are not paid on this Policy on an annual basis, the Cash Value will reflect a reduction for any premiums due later in the Policy year.

The Cash Value within three months after the due date of any unpaid premium will be the Cash Value on that due date reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations. After that, the Cash Value will be the Cash Value of the insurance then in force, including the Cash Value of any Paid-up Additions and any dividend accumulations.

The Cash Value of any Extended Term Insurance, Paid-up Insurance or Paid-up Additions will be the net single premium for that insurance at the Attained Age of the Insured.

6.2 EXTENDED TERM INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Extended Term Insurance. The amount of the Life Insurance Benefit under this Extended Term Insurance will be:

- the Insurance Amount shown on page 3; plus
- the amount of any Paid-up Additions in force under Section 5; plus
- the amount of any dividend accumulations (Section 4.2); minus
- the amount of any Policy Debt (Section 7.3).

These amounts will be determined as of the due date of the unpaid premium. The Extended Term Insurance will start as of the due date of the unpaid premium. The period of the Extended Term Insurance will be determined by using the Cash Surrender Value as a net single premium at the Attained Age of the Insured. If the Extended Term Insurance would extend to or beyond age 121, Paid-up Insurance will be provided instead. Extended Term Insurance does not share in divisible surplus (Section 4.1).

If the Extended Term Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary.

6.3 PAID-UP INSURANCE

Paid-up Insurance may be selected in place of Extended Term Insurance. A written request must be received at the Home Office no later than three months after the due date of an unpaid premium. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 4.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 5); plus
- the amount of any existing dividend accumulations (Section 4.2); plus
- the amount of any dividend at death (Section 4.3); minus
- the amount of any Policy Debt (Section 7.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any policy loans after the date of the Insured's death, any policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

After the Policy anniversary nearest the Insured's 100th birthday, the amount of Paid-up Insurance will increase daily at an annual rate of 4%.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

6.4 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of

the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

6.5 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Insurance Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 5. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

A detailed statement of the method of calculation of all values has been filed with the Interstate Insurance Product Regulation Commission. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by or pursuant to the NAIC Standard Nonforfeiture Law for Life Insurance.

SECTION 7. LOANS

7.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 7.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

Policy Loan. The loan may be obtained on written request. No loan will be made if the Policy is in force as Extended Term Insurance. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company. If payment is deferred for 10 working days or more, interest will be paid on the loan amount from the date of loan to the date of payment in accordance with New York law.

Premium Loan. If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 3.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

7.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan minus the sum of:

- any Policy Debt;
- any scheduled premium then due or billed;
- any remaining unpaid modal premiums for the current Policy year; and
- loan interest on the new loan and any outstanding loans to the next Policy anniversary.

7.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 4.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

7.4 LOAN INTEREST

Loan interest accrues and is payable on a daily basis from the date of the loan on policy loans and from the premium due date on premium loans. Unpaid loan interest is included in Policy Debt.

The Specified Rate loan interest option or the Variable Rate loan interest option is elected on the Application.

Change To Variable Rate Loan Interest Option. The Owner may request a change to the Variable Rate loan interest option at any time, with the change to take effect on the January 1st following receipt of a written request at the Company's Home Office.

Change To Specified Rate Loan Interest Option. The Owner may request a change to the Specified Rate loan interest option if the loan interest rate set by the Company under Section 7.6 for the year beginning on the next January 1st is less than 8%. The written request to change must be received at the Home Office between November 15th and the last business day of the calendar year; the change will take effect on the January 1st following receipt of the request at the Home Office.

7.5 SPECIFIED RATE LOAN INTEREST OPTION

Loan interest is payable at an annual effective rate of 8%.

7.6 VARIABLE RATE LOAN INTEREST OPTION

Loan interest is payable at an annual effective rate that is set by the Company annually and applied to new or outstanding Policy Debt during the year beginning each January 1st. The highest loan interest rate that may be set by the Company is the greater of 5% or a rate based on the Moody's Corporate Bond Yield Averages-Monthly Average Corporates for the immediately preceding October. This Average is published by Moody's Investor's Service, Inc. If it is no longer published, the highest loan interest rate will be based on some other similar average established by the insurance supervisory official of the state in which this Policy is delivered.

The loan interest rate set by the Company will not exceed the maximum rate determined in accordance with the NAIC Model Policy Loan Interest Rate Bill. The loan interest rate may be in-

creased only if the increase in the annual effective rate is at least 1/2%. The loan interest rate will be decreased if the decrease in the annual effective rate is at least 1/2%.

The Company will give notice:

- of the initial loan interest rate in effect at the time a Policy or premium loan is made.
- of an increase in loan interest rate on outstanding Policy Debt no later than 30 days before the January 1st on which the increase takes effect.

This Policy will not terminate during a Policy year as the sole result of an increase in the loan interest rate during that Policy year.

7.7 REPAYMENT OF LOANS

A loan may be paid in full or in part at any time while this Policy is in force and the Insured is alive. When a loan repayment is made, the amount of Policy Debt is reduced by the amount of the payment.

SECTION 8. CHANGE OF POLICY

8.1 REDUCTION OF POLICY AMOUNT

The Owner may reduce the amount of this Policy or divide this Policy into two or more policies by:

- paying the required costs; and
- meeting any other conditions set by the Company including the minimum policy amount rules.

8.2 CHANGE OF PLAN

The Owner may change this Policy to any permanent life insurance plan agreed to by the Owner and the Company by:

- paying the required costs; and
- meeting any other conditions set by the Company.

SECTION 9. BENEFICIARIES

9.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit.

9.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

By Owner. The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the date of death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

Effective Date. A naming or a change of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

9.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

At Least One Beneficiary Survives And Receives Payment. If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

Direct Beneficiaries. The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

No Beneficiaries Survive And Receive Payment. If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

9.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

9.5 GENERAL

Transfer Of Ownership. A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

Claims Of Creditors. So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

SECTION 10. PAYMENT OF POLICY BENEFITS

10.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate applicable to this Policy for funds left on deposit, as of the date of death of the Insured. Additional interest will be paid at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of items (a), (b) and (c) to the date the claim is paid, where:

(a) is the date that due proof of death is received by the Company;

(b) is the date the Company receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and

(c) is the date that legal impediments to payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to:

- the establishment of guardianships and conservatorships;
- the appointment and qualification of trustees, executors and administrators; and
- the submission of information required to satisfy a state and federal reporting requirements.

10.2 INCOME PLAN ELECTIONS

For Income Plans Elected By Owner For Life Insurance Benefit. The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

For Income Plans Elected By Owner For Surrender Proceeds. The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

For Income Plans Elected By Beneficiary. Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

Effective Date. An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

Payment Date. The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

10.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
 - (a) zero years;
 - (b) 10 years; or
 - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Other Selections. The Company may offer additional income plans.

10.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

10.6 INCOME PLAN RATES

Minimum Payment Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 10.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

WAIVER OF PREMIUM BENEFIT

1. THE BENEFIT

Total Disability Before Age 60. If total disability of the Insured starts on or before the Policy anniversary nearest the 60th birthday of the Insured, the Company will waive all premiums that come due on this Policy for as long as the total disability continues. There will be no premiums waived before the Policy anniversary nearest the Insured's 5th birthday, unless the Insured has a Presumptive Total Disability, as described in Section 2 of this Benefit.

Total Disability After Age 60. If total disability of the Insured starts after the Policy anniversary nearest the 60th birthday of the Insured, the Company will waive all premiums that come due on this Policy for as long as the total disability continues, but only to the Policy anniversary that is nearest the 65th birthday of the Insured.

Premium Waived On An Annual Basis. Even if premiums have been paid more often than every 12 months, a premium waived on a Policy anniversary will be an annual premium.

Refund Of Premium. The Company will refund that portion of a premium paid which applies to a period beyond the Policy month in which the total disability began.

Premium For Benefit. The premium for this Benefit is shown on page 3.

Amount Of Premium Waived. The amount of each premium waived by the Company under this Benefit will be the scheduled premium as described in the Amount Of Premium; Adjustments section of this policy.

2. TOTAL DISABILITY

Definition Of Total Disability. A total disability is one which prevents the Insured from engaging in an occupation. For the first 24 months of total disability, an occupation is the one that the Insured has at the time the Insured becomes disabled. After 24 months, an occupation is one for which the Insured is qualified by education, training or experience.

Disabilities Covered By This Benefit. Premiums are waived only if:

- the Insured becomes totally disabled while this Benefit is in force;
- the total disability results from an accident or sickness; and
- the total disability lasts for at least six consecutive months.

Presumptive Total Disability. Even if the Insured is able to work, the total and irrecoverable loss of any of the following will be considered total disability:

- sight of both eyes;
- use of both hands;
- use of both feet;
- use of one hand and one foot;
- speech; or
- hearing in both ears.

The loss must be the result of an accident that occurs, or from a sickness that first appears, while this Benefit is in force.

3. PROOF OF TOTAL DISABILITY

Before any premium is waived, proof of total disability must be given to the Company within one year from the start of disability or from the Policy anniversary nearest the Insured's 5th birthday, whichever is later. However, the claim will not be affected if the proof is given as soon as reasonably possible.

4. PROOF THAT TOTAL DISABILITY HAS CONTINUED

Proof that the total disability has continued may be required once a year. If the proof is not given when it is required, premiums will no longer be waived. The Company will not require proof that the disability continues beyond the Policy anniversary that is nearest the 65th birthday of the Insured.

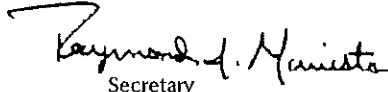
5. PAYMENT OF PREMIUM

A premium that comes due while the Insured is totally disabled, but before the Company has approved the claim, is payable and should be paid. A premium that is paid and later waived will be refunded. A premium that is not paid will be waived if the total disability began before the end of the grace period.

6. TERMINATION OF BENEFIT

This Benefit will terminate on the earliest of:

- the Policy anniversary that is nearest the 65th birthday of the Insured if the Insured became totally disabled after the Policy anniversary that is nearest the 60th birthday of the Insured.
- when the Policy terminates.
- when the Policy becomes Extended Term Insurance or Paid-up Insurance.
- when the Owner's written request to terminate this Benefit is received at the Home Office.


Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

It is recommended that you ...

read your Policy.

notify your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, of an address change.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

Important Notice Concerning Statements in the Application for Your Insurance

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

Election of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

WHOLE LIFE POLICY

Participating

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

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